

**AMENDMENT NUMBER 1
TO
CONTRACT NO. DIR-SDD-1075
BETWEEN
THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES
AND Texas NICUSA, LLC**

This Amendment Number 1 (the “Amendment”) to the TexasOnline 2.0 Master Agreement (the “Master Agreement”) dated July 31, 2009 is entered into by and between The State of Texas, acting by and through the Texas Department of Information Resources (“DIR”) and Texas NICUSA, LLC, a limited liability company with a principal place of business at 100 Congress Avenue, Suite 600, Austin, Texas 78701 (“Vendor”). Capitalized terms used but not otherwise defined in this Amendment shall have the meaning set forth in the Master Agreement.

This Amendment is made a part of the Master Agreement effective as of the date of the last party to sign below. This Amendment is executed in accordance with the authority granted in the Master Agreement, Section 5 *Contract Amendments*.

All other terms and conditions of the Master Agreement as amended, not specifically modified herein, shall remain in full force and effect. In the event of any inconsistencies between the terms and conditions contained in the Master Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained in the Amendment shall control.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Vendor and DIR agree to amend the Agreement as follows:

1. The **Table of Contents** of the **Master Agreement** is amended by inserting after the line beginning “**4. Notices**” a new line, as follows:

“5. Contract Amendments.....7”

A revised Table of Contents reflecting this change is attached hereto as Attachment A.

2. **Master Agreement Section 4, Notices, (b), (2) If to Vendor:** is hereby updated and replaced in its entirety as follows:

If to Vendor: Texas NICUSA, LLC
100 Congress Avenue, Suite 600
Austin, Texas 78701
Telephone: (512) 651-9300
Fax: (512) 651-9337
Attn: Executive Director

3. **Article II of Exhibit A - Definitions** is amended by inserting a new defined term between the terms “**TEX-AN Next Generation (TEX-AN NG)**” and “**Texas Electronic Framework Agreement**”, as follows:

“**Texas.gov** – The branded name for the portal and website developed and operated pursuant to the Master Agreement.”

4. **Article II of Exhibit A - Definitions** is amended by deleting the term definition of the term “Total Revenue” and replacing it in its entirety with the following:

“**Total Revenue** – The total amounts received from Transaction Revenue and Service Revenue (less credit card and ACH fees, and other specific “pass-through” costs as approved by DIR) and does not include statutory fees charged by State Agencies and Local Government to the users of TexasOnline 2.0 or other government revenues collected in connection with the transactions. For purposes of the preceding sentence, a “pass-through” cost means a cost that is charged to the Vendor for goods or services by a third party, but is then charged or “passed through” directly to the Customer or Citizen without markup.”

5. **Section 12.07 of Exhibit B – Terms and Conditions** is hereby updated and replaced in its entirety as follows:

Intentionally left blank.

6. **Section 2.09(d) of Exhibit D – Performance Criteria** is updated and replaced in its entirety as follows:

Vendor will implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect and safeguard from unlawful use or disclosure all sensitive personal information, as such is defined at §521.002, Texas Business and Commerce Code, as referenced in §2054.1125, Texas Government Code and §205.010, Local Government Code, that is collected or maintained by Vendor under the Master Agreement.

7. **Section 2.09(f) of Exhibit D – Performance Criteria** is updated and replaced in its entirety as follows:

Notification to Citizens for a Security or Privacy Incident will be made by Vendor at Vendor’s expense and at the direction of DIR, and will comply with the notification requirements of §521.053, Texas Business and Commerce Code, as referenced in §2054.1125, Texas Government Code and §205.010, Local Government Code.

8. **Section 4.02(a) Table 2 of Exhibit G – Plans** is hereby updated and replaced in its entirety as follows:

Title	Initial Draft Due	Final Draft Due	Updates
<i>Attachment G-1 Program Management Plan</i>	Submitted with the Offer.	Fifteen (15) days after Master Agreement Effective Date	Annually, by December 15, or as requested by DIR.
<i>Attachment G-2 Disentanglement Plan</i>	Submitted with the Offer.	Thirty (30) days after Master Agreement Effective Date.	Annually, by March 15, or as requested by DIR.
<i>Attachment G-3 Quality Management Plan</i>	Approach for developing this plan submitted with the Offer. Initial draft submitted to DIR for approval sixty (60) days after Master Agreement Effective Date.	December 1, 2009	Annually, by July 15, or as requested by DIR.
<i>Attachment G-4 Change Management Plan</i>	Approach for developing this plan submitted with the Offer. Initial draft submitted to DIR for approval thirty (30) days after Master Agreement Effective Date.	October 1, 2009	Annually, by August 15, or as requested by DIR.
<i>Attachment G-5 Risk Management Plan</i>	Approach for developing this plan submitted with the Offer. Initial draft submitted to DIR for approval thirty (30) days after Master Agreement Effective Date.	Sixty (60) days after Master Agreement Effective Date.	Annually, by October 15, or as requested by DIR.
<i>Attachment G-6 Problem Management Plan</i>	Approach for developing this plan submitted with the Offer. Initial draft submitted to DIR for approval thirty (30) days after Master Agreement Effective Date.	Sixty (60) days after Master Agreement Effective Date.	Annually, by September 15, or as requested by DIR.
<i>Attachment G-7 Integration Management Plan</i>	Approach for developing this plan submitted with the Offer. Initial draft submitted to DIR for approval sixty (60) days after Master Agreement Effective Date.	February 1, 2010	Annually, by August 15, or as requested by DIR.
<i>Attachment G-8 Organization and Staffing Plan</i>	Approach for developing this plan submitted with the Offer. Initial draft submitted to DIR for approval fifteen (15) days after Master Agreement Effective Date.	Forty-five (45) days after Master Agreement Effective Date.	Annually, by June 15, or as requested by DIR.
<i>Attachment G-9 Security Management Plan</i>	Initial draft of this plan submitted with the Offer.	Sixty (60) days after Master Agreement Effective Date.	Annually, by April 15, or as requested by DIR.
<i>Attachment G-10 Technology Management Plan</i>	Initial draft submitted with the Offer.	February 1, 2010	An updated Technology Management Plan must be submitted to DIR for approval annually by January 15

Title	Initial Draft Due	Final Draft Due	Updates
<i>Attachment G-11 Portfolio Management Plan</i>	Approach for developing this plan submitted with the Offer. Initial draft submitted to DIR for approval thirty (30) days after Master Agreement Effective Date.	October 1, 2009	Annually, by May 15, or as requested by DIR.
<i>Attachment G-12 Training Plan</i>	Approach for developing this plan submitted with the Offer. Initial draft submitted to DIR for approval sixty (60) days after Master Agreement Effective Date.	December 1, 2009	Annually, by February 15, or as requested by DIR.
<i>Attachment G-13 Help Desk Management Plan</i>	Thirty (30) days after Master Agreement Effective Date.	Sixty (60) days after Master Agreement Effective Date.	Annually, by July 15, or as requested by DIR.
<i>Attachment G-14 Disaster Recovery and Business Continuity Plan</i>	Approach for developing this plan submitted with the Offer. Initial draft submitted to DIR for approval thirty (30) days after Master Agreement Effective Date.	Sixty (60) days after Master Agreement Effective Date.	Annually, by November 15, or as requested by DIR.
<i>Attachment G-15 Communication Plan</i>	Approach for developing this plan submitted with the Offer. Initial draft submitted to DIR for approval sixty (60) days after Master Agreement Effective Date.	December 1, 2009	Annually, by June 15, or as requested by DIR.

IN WITNESS WHEREOF, the parties having read and understood the foregoing sections of the Master Agreement as Amended including all Attachments and Exhibits incorporated therein by reference, expressly agree to these terms and conditions as evidenced by their respective dated signatures below:

DEPARTMENT OF INFORMATION RESOURCES

TEXAS NICUSA, LLC

Signature on file _____

Signature on file _____

Cindy Reed
Deputy Executive Director
Operations & Statewide Technology Sourcing

Jeffery A. McCartney
President

02/17/2011
Date

02/10/2011
Date

Legal: ___MZ_____

ATTACHMENT A

DIR-SDD-1075

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